

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

IN RE:

JAMES P. KEEL and  
JOAN B. KEEL,  
  
Debtors.

Case No. 1:18-bk-14988-NWW  
Chapter 7

WALTER N. WINCHESTER, SUCCESSOR  
TRUSTEE,

Plaintiff,

v.

BAYVIEW LOAN SERVICING, LLC, ROBERT  
J. WILKINSON, CHAPTER 7 TRUSTEE, JAMES  
P. KEEL, AND JOAN B. KEEL.

Defendants.

Adversary No. 1:20-ap-01027-NWW

**ANSWER TO COMPLAINT FOR INTERPLEADER**

COMES NOW, Bayview Loan Servicing, LLC (“Bayview”), and files this Answer to the Complaint for Interpleader [Doc. 1].

**ANSWER**

**I. JURISDICTION AND VENUE**

1. Bayview admits the allegations in Paragraph 1.
2. Bayview admits the allegations in Paragraph 2.

**II. PARTIES**

3. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 3.

4. Bayview admits the allegations in Paragraph 4 except for the allegation that it is a Delaware corporation Bayview is a limited liability company.

5. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 5.

6. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 6.

### **III. FACTS AND CAUSE OF ACTION**

7. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 7.

8. Bayview admits that it is the holder of a Deed of Trust dated February 10, 2015 of record at GI Book 10401, Page 661, in the Register's Office for Hamilton County, Tennessee, as last assigned to Bayview via Assignment of record in GI Book 11884, Page 344, in the Register's Office for Hamilton County, Tennessee.

9. admits the allegations in Paragraph 9.

10. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 10.

11. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 11.

12. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 12.

13. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 13.

14. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 14.

15. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 15.

16. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 16.

17. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 17.

18. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 18.

19. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 19.

20. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 20.

21. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21.

22. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 22.

23. Bayview asserts that it is entitled to the surplus funds up to and including the amount of its interest and denies that the other named parties to this action are entitled to any priority claim.

24. Bayview lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 24.

25. Bayview denies each and every allegation not expressly admitted herein, including all allegations in the “Wherefore” clause.

**CLAIM OF FUNDS**

Bayview asserts that it is the current owner of a debt that was secured by a junior lien which encumbered the property prior to the April 24, 2020 foreclosure sale. The Deed of Trust evidencing the junior lien was recorded at GI Book 10401, Page 661, in the Register’s Office of Hamilton County, Tennessee. Bayview asserts that it is entitled to the full amount of the surplus funds up to and including the amount owing on the debt at the time of foreclosure

Respectfully submitted, this 16<sup>th</sup> day of July, 2020.

/s/ Bret J. Chaness

BRET J. CHANESS (BPR # 31643)

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**CERTIFICATE OF SERVICE**

I certify that on July 16, 2020, the within and foregoing was filed via CM/ECF, which will serve notice on all parties.

/s/ Bret J. Chaness  
BRET J. CHANESS (BPR# 31643)